

## HIGHWAY SAFETY GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

### Article 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of its compliance therewith.

### Article 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with applicable laws, regulations, policies, guidelines, and requirements, including 23 U.S.C. (United States Code) 402, Highway Safety Programs, as amended; 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19; Office of Management and Budget (OMB) Circular A-110; OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; the federal Highway Safety Grant Funding Policy for Field-Administered Grants (revised February 2002); the federal Uniform Guidelines for State Highway Safety Programs; the Procedures for the Transportation Safety Grants Program and subsequent amendments; and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of the Subgrantee to act in connection with the application and to provide such additional information as may be required.
- B. It does and will comply and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and, in accordance with that Act, no person shall discriminate on the basis of race, color, sex, national origin, age, religion, or disability.
- C. It does and will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 23, Lobbying Certification.)
- D. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- E. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all state and local government officers and employees.
- H. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.
- I. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

- J. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

### Article 3. GRANT AWARD COMPENSATION

- A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to the Subgrantee.
- B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.
- C. All payments will be made in accordance with the terms of the Grant Agreement.

The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

- D. To be eligible for reimbursement under the Grant Agreement, a cost must be incurred in accordance with the Grant Agreement, within the time frame specified in the Grant Period specified in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- E. Federal or Department funds cannot supplant (replace) funds from any other sources. The term "supplanting" refers to the use of federal or Department funds to support personnel or an activity already supported by local or state funds.
- F. Payment of costs incurred under the Grant Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or
  - A-122, Cost Principles for Nonprofit Organizations.
- G. Facilities and administrative costs, or indirect costs, are allowed; however, the Indirect Cost Rate may not exceed 10 percent.
- H. The Subgrantee will provide a monetary and/or in-kind contribution to the funded proposal that equals or exceeds 20 percent of the total project, i.e., grant funds may not exceed 80 percent and matching funds must be at least 20 percent of the total project. Grant funds may not be used before the Subgrantee can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subgrantee. A matching report must be submitted with each reimbursement voucher.
- I. The Subgrantee agrees to submit quarterly Requests for Reimbursement, as outlined in the Procedures for the Transportation Safety Grants Program and Guidelines for the Submission of Highway Safety Grant Applications and subsequent amendments. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the respective Community Transportation Safety Programs Manager. The Subgrantee agrees to submit the final Request for Reimbursement under the Grant Agreement within forty-five (45) days of the end of the Grant Period or [November 15](#).

All grant funds must be encumbered by the end of the grant period ([September 30](#)), complete with supporting invoices. At the end of the Grant Period, any unexpended or unobligated funds shall no longer be available to the Subgrantee. In no case shall the Subgrantee be reimbursed for expenses incurred prior to the beginning or after the end of the Grant Period.

- J. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- K. Grant Agreements supported with federal or state funds are limited to the length of the Grant Period specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Grant Period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.
- L. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, including this Grant Agreement, the Subgrantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds provided for the project or program.

#### Article 4. LIMITATION OF LIABILITY

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall so notify the Subgrantee, giving notice of intent to terminate the Grant Agreement, as specified in Article 11, Termination. If, at the end of a federal fiscal year, the Department determines that there is sufficient funding and acceptable performance to continue the project, the Department may so notify the Subgrantee to extend the Grant Agreement.

#### Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Grant Period specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subgrantee's implementation of the proposed modification or amendment.

Any alterations, additions, or deletions to the Grant Agreement that are required by changes in federal or state laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.

The Department may unilaterally modify this Grant Agreement to deobligate funds not obligated by the Subgrantee as of the close of the Grant Period specified in this Grant Agreement. In addition, the Department may deobligate funds in the event of termination of the Grant Agreement pursuant to Article 11, Termination.

#### Article 6. ADDITIONAL WORK AND CHANGES IN WORK

If the Subgrantee is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise the Subgrantee and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If the Subgrantee has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, the Subgrantee shall make

such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If the Subgrantee submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct the Subgrantee to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

The Subgrantee shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

#### Article 7. REPORTING AND NOTIFICATIONS

Subgrantees shall submit performance reports using forms provided and approved by the Department as outlined in the Statement of Work and Special Conditions, Section 5, Reports and Deliverables, and the Procedures for the Transportation Safety Grants Program and materials.

The Subgrantee shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the Subgrantee's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable Subgrantee to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

#### Article 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subgrantee shall make such records available at its office for the time period specified in the Grant Agreement. The Subgrantee further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of the Subgrantee that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to the Subgrantee's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

#### Article 9. INDEMNIFICATION

The Subgrantee, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omissions of the Subgrantee, its officers, agents or employees. The Subgrantee further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but

not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If the Subgrantee is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### Article 10. DISPUTES AND REMEDIES

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Grant Agreement work.

Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of Transportation Safety or his or her designee acting as final referee.

#### Article 11. TERMINATION

The Department may terminate the Grant Agreement, in whole or in part, for cause if the Subgrantee fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable federal, state or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other termination rights that the Department may have under state or federal laws, regulations or policies.

The Grant Agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

- The Department terminates the Grant Agreement for cause and informs the Subgrantee that the project is terminated immediately; or
- The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately; or
- The Grant Agreement is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice to terminate by either party.

The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

#### Article 12. SUBCONTRACTS

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that the Subgrantee desires to subcontract part of the work specified in the Grant Agreement, the Subgrantee shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

The Subgrantee, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, the Subgrantee shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

#### Article 13. NONCOLLUSION

The Subgrantee certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any

loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subgrantee breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

#### Article 14. SUBGRANTEE'S RESOURCES

The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subgrantee will be able to obtain such personnel from sources other than the Department.

All employees of the Subgrantee shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### Article 15. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with federal standards, as appropriate, in

- 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or
- 49 CFR, Part 19 (and OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

In the event of conflict, such federal standards shall apply unless Virginia law or Department policies or procedures impose more strict requirements than the federal standards.

#### Article 16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, the Subgrantee shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

#### Article 17. RESEARCH ON HUMAN SUBJECTS

The Subgrantee shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

#### Article 18. ASSIGNMENT

The Grant Agreement shall not be assignable by the Subgrantee in whole or in part without the written consent of the Department.

#### Article 19. CIVIL RIGHTS COMPLIANCE

- A. The Subgrantee shall not discriminate on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law. The Subgrantee shall comply with all state and federal laws, regulations and policies relating to nondiscrimination including, but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - (3) the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability;
  - (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
  - (5) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (7) 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964;
  - (8) 23 CFR, Subchapter C, Civil Rights;
  - (9) 41 CFR, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor;
  - (10) Executive Order 11246, as amended, Equal Employment Opportunity;
  - (11) Executive Order 11375, Gender Discrimination in the Federal Government; and
  - (12) 29 CFR Part 34, Implementation of the Nondiscrimination and Equal Opportunity Requirements of the Job Training Partnership Act of 1982, as amended (JTPA)
- B. The Subgrantee certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If the Subgrantee has been cited for noncompliance with these laws, regulations or policies, the Subgrantee will not be eligible to receive funding.
- C. In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurement of materials and equipment and leasing of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this Grant Agreement and the laws, regulations and policies relating to nondiscrimination on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.
- D. The Subgrantee shall provide all information and reports required by the laws, regulations and policies relating to nondiscrimination, and directives issued pursuant thereto, and shall permit access to its books, records, accounts, facilities and other sources of information, as may be determined by the Department or the US DOT to be pertinent, to ascertain compliance with such laws, regulations and policies relating to nondiscrimination. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

#### Article 20. DRUG-FREE WORKPLACE

The Subgrantee certifies that it will provide a drug-free workplace in accordance with the requirements of 29 CFR, Part 98, Subpart F.

#### Article 21. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to the Grant Agreement as follows:

- The Subgrantee agrees to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts, in accordance with 49 CFR Part 26, to ensure that Disadvantaged

Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.

- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract or subagreement. Failure to comply with the requirements set forth above shall constitute a breach of the Grant Agreement and, after the notification by the Department, may result in termination of the Grant Agreement by the Department or other such remedy as the Department deems appropriate.

#### Article 22. DEBARMENT/SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension;
2. Have not within a three (3) year period preceding the Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
4. Have not, within a three (3) year period preceding the Grant Agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to the Grant Agreement.

C. The Subgrantee is prohibited from making any subcontract or subaward or permitting any subcontract or subaward to any party which does not certify to the Subgrantee that such party meets the requirements set forth in Section A., Items 1 – 4 of this Article. When requested by the Department, Subgrantee shall furnish a copy of such certification.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

#### Article 23. LOBBYING CERTIFICATION

The Subgrantee certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. No funds appropriated under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or the Virginia General Assembly, except in presentation to the Congress or General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subgrantee or agent acting for such Subgrantee related to any activity designed to influence legislation or appropriations pending before the Congress or the Virginia General Assembly.
- D. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards and subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Article 24. INTERPRETATION AND ENFORCEABILITY

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. In the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subgrantee's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorneys fees, incurred in such proceedings.

Article 25. ADDITIONAL PROVISIONS

- A. Signature Authorized. The Subgrantee's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.
- C. Notice. All notices, requests and demands shall be directed as follows:

To the Department:      Virginia Department of Motor Vehicles  
                                    ATTENTION: Director of Transportation Safety  
                                    Post Office Box 27412  
                                    Richmond, Virginia 23269-0001

**To Subgrantee:**

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Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or is deposited in the United States certified mail, return receipt requested, properly addressed and with postage prepaid.